



BREWSTER CENTRAL SCHOOL DISTRICT
DEPARTMENT OF TECHNOLOGY AND INNOVATION
50 FOGGINTOWN ROAD, BREWSTER, NY 10509
TELEPHONE 845-279-5051 ext. 1156 www.Brewsterschools.org



Laurie Bandlow, Ed.D.
Superintendent of Schools

Jim Treloar
Director of Technology & Innovation

Bob Valdez
Assistant Director of Technology for
Support & Operations

Dear Educational Services Vendor,

The NYS Board of Regents recently adopted part 121 to the Regulations of the Commissioner of Education Relating to **Data Privacy and Security of Student Data** which outlines how that data can be used, who can have access to that data among other things. This regulation is often referred to as the requirements under Ed Law 2-d. Part of those requirements is that each district adopt a [Parents Bill of Rights](#) and have every vendor that uses student Personally Identifiable Information (PII) to agree to abide by that Bill of Rights as well as the following:

1. the exclusive purposes for which the student data or teacher or principal data will be used by the third-party contractor, as defined in the contract;
2. how the third-party contractor will ensure that the subcontractors, or other authorized persons or entities to whom the third-party contractor will disclose the student data or teacher or principal data, if any, will abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., FERPA; Education Law §2-d);
3. the duration of the contract, including the contract's expiration date and a description of what will happen to the student data or teacher or principal data upon expiration of the contract or other written agreement (e.g., whether, when and in what format it will be returned to the educational agency, and/or whether, when and how the data will be destroyed).
4. if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected;
5. where the student data or teacher or principal data will be stored, described in such a manner as to protect data security, and the security protections taken to ensure such data will be protected and data security and privacy risks mitigated; and
6. address how the data will be protected using encryption while in motion and at rest.

As a valued provider of services to staff and students of our district, we are reaching out to you to ask that you sign the attached Addendum to our Parents Bill of Rights so we may continue working with you and using your service. Please reach out to me should you have any questions or concerns.

Sincerely,

Jim Treloar
Data Protection Officer / Director of Technology & Innovation
Brewster Central School District
jtreloar@brewsterschools.org
845-278-3715



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ADDENDUM TO PARENTS' BILL OF RIGHTS

For purposes of ensuring confidentiality and security of student data, **Brainingcamp**, hereafter referred to as Contractor, agrees to abide by the District's [Parents' Bill of Rights](#) and represents that it shall comply with the following provisions.

WHEREAS, the District is an educational agency within the meaning of New York State Education Law, Section 2-d ("Section 2-d"), and Contractor is a third-party contractor within the meaning of Section 2-d; and

WHEREAS, Contractor and its authorized officers, employees, students and agents shall have access to "student personally identifiable information (PII)," "student data" and/or "teacher or principal data" regulated by Section 2-d; and

WHEREAS, the provisions of this Addendum are intended to comply with Section 2-d in all respects. To the extent that any term of the Agreement conflicts with the terms of this Addendum, the terms of this Addendum shall apply and be given effect.

NOW, THEREFORE, it is mutually agreed that the Agreement is hereby amended in accordance with this Addendum, as follows:

1. Confidential Information

- 1.1.** Contractor agrees that in performing the Original Agreement with the District, Contractor may have access to confidential information in the possession of the District, including student, teacher or principal personally identifiable information ("PII"). For the purposes of this Addendum and the Original Agreement, it is agreed that the definition of Confidential Information includes all documentary, electronic or oral information made known to Contractor or developed or maintained by Contractor through any activity related to the Original Agreement. This Confidential information includes student, teacher and/or principal data (as the terms are defined under Section 2-d).
- 1.2.** Contractor agrees to comply with Section 2-d, and the corresponding regulations promulgated by the Commissioner of Education of New York ("Commissioner") thereunder, and relevant District policies. In addition, Contractor agrees to comply with any changes in Section 2-d, the Commissioner's regulations and relevant District policy that may be amended or modified during the term of the Original Agreement.

- 1.3.** Upon expiration of the Agreement to which this Addendum applies, without a successor agreement in place, Contractor shall assist the District in exporting all student, teacher and/or principal data previously received by Contractor from, or developed on behalf of, the District, and Contractor shall, at the request of the District, either securely delete any student, teacher and/or principal data remaining in Contractor's possession or return the student, teacher and/or principal data to the District. If student, teacher and/or principal data is to be maintained by Contractor for any lawful purpose, such data shall remain in an encrypted format and shall be stored on systems maintained by Contractor in a secure data facility.
- 1.4.** The parties further agree that the terms and conditions set forth in this Confidential Information section and all of its subparts shall survive the expiration and/or termination of the Original Agreement.

2. Challenges to Data

In the event that a student's parent or an eligible student wishes to challenge the accuracy of student data (pertaining to the particular student) that may include records maintained, stored, transmitted, and/or generated by Contractor pursuant to the Agreement, the challenge will be processed in accordance with the procedures of the District.

A teacher or principal who wishes to challenge the accuracy of data pertaining to the teacher or principal personally, which is disclosed to Contractor pursuant to the Agreement, shall do so in accordance with the procedures for challenging APPR data, as established by the District.

3. Training

Contractor represents and warrants that any of its officers, employees, and/or assignees who will have access to student, teacher and/or principal data pursuant to the Original Agreement will receive training on the federal and state laws governing confidentiality of such student, teacher and/or principal data, prior to obtaining initial or any further access to such data.

4. Use/Disclosure of Data

- 4.1.** Contractor shall not sell or use for any commercial purpose student, teacher and/or principal data that is received by Contractor pursuant to the Agreement or developed by Contractor to fulfill its responsibilities pursuant to the Agreement.
- 4.2.** Contractor shall use the student, teacher and/or principal data, records, or information solely for the exclusive purpose of providing educational or educational support services and limited to that necessary for the Contractor to perform the duties and services required under the Original Agreement. Contractor shall not collect or use educational records of the District or any student, teacher and/or principal data of the District for any purpose other than as explicitly authorized in this Addendum or the Original Agreement.

- 4.3. Contractor shall ensure, to the extent that it receives student, teacher and/or principal data pursuant to the Agreement, that it will not share Confidential Information with any additional parties, including an authorized subcontractor or non-employee agent, without prior written consent of the District.

5. **Contractor's Additional Obligations under Section 2-d and this Addendum**

Contractor acknowledges that, with respect to any student, teacher and/or principal data received through its relationship with the District pursuant to the Agreement it is obliged to maintain a Data Security & Privacy Plan, and fulfill the following obligations:

- 5.1. execute, comply with and incorporate to this Addendum, as required Section 2-d, the Parents' Bill of Rights for Data Privacy and Security developed by the District;
- 5.2. store all data transferred to Contractor pursuant to the Agreement by the District, in an electronic format on systems maintained by Contractor in a secure data facility or hard copies under lock and key;
- 5.3. limit internal access to student, teacher and/or principal data to Contractor's officers, employees and agents who are determined to need such access to such records or data to perform the services set forth in the Original Agreement;
- 5.4. not disclose student, teacher and/or principal data to any other party who is not an authorized representative of Contractor using the information to carry out Contractor's obligations under the Agreement, unless: (I) the other party has the prior written consent of the applicable student's parent or of the eligible student; or (II) the other party has the prior written consent of the applicable teacher or principal; or (III) the disclosure is required by statute or court order, and notice of the disclosure is provided to the District no later than five business days before such information is required or disclosed (unless such notice is expressly prohibited by the statute or court order);
- 5.5. use reasonable administrative, technical and physical safeguards that align with the NIST Cybersecurity Framework and are otherwise consistent with industry standards and best practices, including but not limited to encryption, firewalls and password protection as specified by the Secretary of the United States Department of HHS in any guidance issued under P.L. 111-5, Section 13402(H)(2), to protect the security, confidentiality and integrity of student and/or staff data of the District while in motion or in custody of Contractor from unauthorized disclosure;
- 5.6. not mine Confidential Information for any purposes other than those agreed to in writing by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited; notify the District, in the most expedient way possible and without unreasonable delay, of any breach of security resulting in an unauthorized release of any PII. In addition, Contractor shall take immediate steps to limit and mitigate the damage of such security breach or unauthorized release to the greatest extent practicable, and promptly reimburse the District for the full cost of any notifications the District makes as a result of the security breach or unauthorized release. Contractor further acknowledges and understands that Contractor may be subject to civil and criminal

penalties in accordance with Section 2-d for violations of Section 2-d and/or this Agreement.

- 5.7. understand that any breach of the privacy or confidentiality obligations set forth in this Addendum may, at the sole discretion of the District, result in the District immediately terminating this Agreement; and
- 5.8. familiarize its applicable officers, employees and agents with this Addendum and with the "Parents' Bill of Rights for Data Privacy and Security."

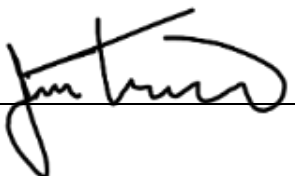
The Contractor acknowledges that failure to fulfill these obligations shall be a breach of the Agreement.

- 6. Except as specifically amended herein, all of the terms contained in the Original Agreement are hereby ratified and confirmed in all respects, and shall continue to apply with full force and effect.

Contractor acknowledges that it has received and agrees to abide by the Parents' Bill of Rights and understands its legal obligations as provided therein.

Contractor	<u>Brainingcamp</u>	Product:	<u>Brainingcamp</u>
Signature:	<u>D. Harris</u>	Dated:	<u>10/25/24</u>
Name (printed):	<u>Dan Harris</u>	Title:	<u>President</u>

BREWSTER CENTRAL SCHOOL DISTRICT

Signature:	<u></u>	Dated:	<u>10/29/2024</u>
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Jim Treloar
Data Protection Officer / Director of Technology & Innovation
Brewster Central School District
50 Foggintown Road
Brewster, NY 10509
jtreloar@brewsterschools.org
845-278-3715

Brewster Central School District

Parent's Bill of Rights Addendum - Supplemental Information From Third Party Contractor

Name of Contractor: Brainingcamp

Pursuant to Education Law § 2-d and Section 121.3 of the Commissioner's Regulations, the Educational Agency (EA) is required to post information to its website about its contracts with third-party contractors that will receive Personally Identifiable Information (PII).

Information Element	Vendor Response
Description of the purpose(s) for which Contractor will receive/access PII	Receiving personally identifiable information related to: No PII used or needed.
Type of PII that Contractor will receive/access	Check all that apply: ☐ Student PII ☐ APPR Data
Contract Term	Contract Start Date <u>7/1/2024</u> Contract End Date <u>6/30/2025</u>
Subcontractor Written Agreement Requirement	Contractor will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by state and federal laws and regulations, and the Contract. (check applicable option) ☒ Contractor will not utilize subcontractors. ☐ Contractor will utilize subcontractors.
Data Transition and Secure Destruction	Upon expiration or termination of the Contract, Contractor shall, except as otherwise required by law: • Securely transfer data to EA, or a successor contractor at the EA's option and written discretion, in a format agreed to by the parties. • Securely delete and destroy data or return the data to the District.
Challenges to Data Accuracy	Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the EA.
Secure Storage and Data Security	Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply) ☒ Using a cloud or infrastructure owned and hosted by a third party. ☐ Using Contractor owned and hosted solution ☐ Other:

	Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data: Contractor will use reasonable administrative, technical and physical safeguards that align with the NIST Cybersecurity Framework and are otherwise consistent with industry standards and best practices, including but not limited to: encryption, firewalls, and password protection as specified by the Secretary of the United States Department of HHS in any guidance issued under P.L. 111-5, Section 13402(H)(2), to protect the security, confidentiality and integrity of student data of the District while in motion or in custody of Department from unauthorized disclosure
Encryption	Data will be encrypted while in motion and at rest.

Contractor: Brainingcamp

Signature: D. Harris

Printed Name: Dan Harris

Title: President

Date: 10/25/24